

NO. 12570
FILED WITH SECT. T. FILE
Date Filed 11-18-87
Rose Mofford
COUNTY CLERK

A.G. CONTRACT NO.: KR-87-2155-TRD

IGA: 87-50

IGA-87-50
Project: N-900-954
Section: Avenue B County
19th St. - County
23rd St.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE ARIZONA DEPARTMENT OF TRANSPORTATION,
THE ARIZONA DEPARTMENT OF ADMINISTRATION
AND
THE COUNTY OF YUMA

THIS AGREEMENT entered into this 2nd day of November, 1987, between the Arizona Department of Transportation, hereinafter called "ADOT", the Arizona Department of Administration, hereinafter called "DOA", and the County of Yuma, hereinafter called "County".

WHEREAS, ADOT is empowered by Sections 28-108 and 11-952, et. seq., Arizona Revised Statutes, to enter into this agreement, and has, by resolution, a copy of which is attached and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of ADOT; and

WHEREAS, DOA is empowered by Section 41-1651, et. seq., and 11-952, et. seq., Arizona Revised Statutes, to enter into this agreement, and has authorized the undersigned as its representative to execute same on behalf of DOA; and

WHEREAS, County, acting by and through its duly elected governing body, has, pursuant to Arizona Revised Statutes Section 11-251, and 11-952, et. seq., by that certain resolution attached hereto, resolved to enter into this agreement, and has authorized the undersigned as its representative to execute same on behalf of County; and

WHEREAS, it is to the mutual benefit of ADOT, DOA and County to enter into an agreement for construction of a twenty-six (26) foot wide paved roadway on Avenue B from County 19th Street to 0.2 miles south of County 23rd Street for a net and gross length of 4.2 miles, which, in addition to serving County, provides access to the Arizona State Prison in Yuma. Said construction shall hereinafter be referred to as "Project".

NOW, THEREFORE, the parties hereto covenant and agree as follows:

COUNTY SHALL:

1. Construct a twenty-six foot wide paved roadway on Avenue B from County 19th Street to 0.2 miles south of County 23rd Street which, distance is 4.2 miles.

2. Shall complete this project within 6 months from the date of execution of this Agreement, plus any reasonable delay caused by temperature and weather which would affect the laying of materials or an emergency which would require utilization of County equipment and/or personnel.

3. Utilize County personnel and equipment in the construction of this Project, and comply with Yuma County Standard Construction Specifications.

4. Provide administration of this Project exclusively.

5. Provide ADOT access to the project site at reasonable times to verify the work is progressing at a rate consistent with the monthly billings.

6. Submit monthly billings to ADOT's Local Government Section, Highways Division, through the District III Engineer, for reimbursement of the cost of this Project, with the total cost not to exceed \$450,000. Costs shall be determined as follows:

(a) Reimbursement for County personnel shall be at a rate equivalent to their regular county pay converted to an hourly basis plus all required County contributions for taxes, FICA and benefits. Any labor required from outside of the regular County labor force shall be reimbursed at the County's actual cost. A certification of hours worked on the Project shall be provided by the County for all employees for whom reimbursement is sought.

(b) Reimbursement for materials shall be at invoice cost.

(c) Reimbursement for the use of County equipment shall be at such rates as set forth in Exhibit "A" attached hereto and made a part hereof. The cost of any rental equipment required shall be at the County's actual cost.

(d) In addition to the above reimbursement, the County shall receive an additional sum equal to fifteen percent (15%) of the total of all other reimbursement as and for insurance and administrative costs.

7. Be responsible for the maintenance and operation of said roadway, during construction and upon completion.

8. Make available County records of Project expenditures for auditing purposes.

9. Provide to ADOT the plans for the construction of Project.

ADOT SHALL:

1. Supply to County one (1) portable material screening plant for a duration not to exceed six (6) months. This plant will be furnished within 30 days from the date of execution of this agreement.

2. Pay Project costs not to exceed \$450,000 required for said improvements pursuant to Arizona Revised Statutes Section 28-1822, et. seq.

3. Share in the costs of the Project 50/50 with DOA up to \$300,000.

4. Monitor expenditures and audit the accounting records of County to ascertain that payments to County do not exceed the specified limitations.

DOA SHALL:

1. Transfer to ADOT \$150,000 which shall be used to pay Project costs. In the event total project costs are less than \$300,000 the remaining funds shall be returned on a proportionate 50/50 basis to DOA and ADOT.

It is further agreed by and between the parties hereto that:

To the extent permitted by law, ADOT, DOA and County agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character, whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of ADOT, DOA or County, their

employees or agents. As to any liability claims, the parties agree that they will share in any settlement or judgment in the amount proportionate to the degree of negligence or fault of the respective parties as adjudicated by a court of competent jurisdiction.

THIS AGREEMENT shall remain in full force and effect until completion of said construction projects as aforesaid; provided, however, that this agreement may be cancelled at any time prior to the commencement of construction upon 30 days written notice to each of the parties; provided, further, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

All parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes, as amended.

Attached hereto and incorporated herein by reference is a copy of ADOT's resolution authorizing entry into this agreement, a copy of County's resolution passed by its duly elected governing body, a copy of the written determination of the appropriate attorney that County is authorized under the laws of this State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination Letter.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY, ARIZONA

By: Earl P. Connor

Title: CHAIRMAN

ATTEST:

[Signature]
Clerk, Board of Supervisors

STATE OF ARIZONA
ARIZONA DEPARTMENT OF
TRANSPORTATION

By: [Signature]
W. O. Ford
State Engineer

STATE OF ARIZONA
ARIZONA DEPARTMENT OF
ADMINISTRATION

By: May [Signature]
Title: Oct 26 1987

0060e/ks

PROJECT REVIEWED

OCT 23 1987

[Signature]
DEPARTMENT OF ADMINISTRATION
FACILITIES PLANNING & CONSTRUCTION

EQUIPMENT RATES

	<u>ITEM</u>	<u>PER HOUR</u>
01	1/2 Ton Pickup & Sedan	\$ 6.80
01	3/4 Ton Pickup	6.80
02	1 Ton Truck, Utility	8.11
03	1,800 Gal Water Truck	25.09
05	3,880 Gal Water Truck	34.20
03	6 yd. Dump Truck	25.09
04	10 Wheel Dump Truck	26.39
52	Pup Trailer	9.24
52	Semi End Dump w/tractor and Semi Belly Dump w/tractor	43.44
10	Grader	39.71
11	Loader	33.75
13	Dozer	57.56
67	Pull Roller	20.09
68	Self Propelled Roller	31.93
35	Tractor, Farm Type	25.00
21	Broom, Self propelled	40.44
65	Chip Spreader	65.92
62	Distrib. Truck	19.15
	Crusher Plant	60.00

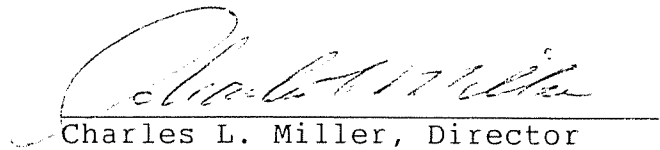
EXHIBIT 'A'

PROJECT: N-900-954
SECTION: Avenue B
County 19th St. -
County 23rd St.

RESOLUTION

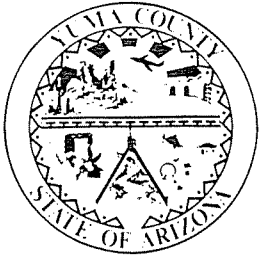
BE IT RESOLVED on this 20th day of October, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona, that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the Arizona Department of Administration and the County of Yuma for the purpose of constructing a twenty-six (26) foot wide paved roadway on Avenue B from County 19th Street to 0.2 miles south of County 23rd Street for a net and gross length of 4.2 miles.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.


Charles L. Miller, Director
Arizona Department of
Transportation

WH:ks

0063e/



OFFICE OF THE COUNTY ATTORNEY

168 S. Second Avenue

• Post Office Box 1048

• Yuma, Arizona 85364

Criminal Division
782-4534, Ext. 255

Civil Division
782-4534, Ext. 355

David S. Ellsworth
COUNTY ATTORNEY

Philip L. Hall
CHIEF DEPUTY

John K. White
CHIEF CIVIL DEPUTY

October 29, 1987

Board of Supervisors
County of Yuma
168 S. Second Avenue
Yuma, AZ 85364

Re: Intergovernmental Agreement Project N-900-954;
Avenue B, 19th Street-23rd Street

Gentlemen:

As requested, I have reviewed the proposed Intergovernmental Agreement with the Arizona Department of Transportation and Arizona Department of Administration with regard to the above mentioned project.

This Intergovernmental Agreement is in acceptable form and is within the power and authority granted to this County under State law.

Very truly yours,

DAVID S. ELLSWORTH
YUMA COUNTY ATTORNEY

By Wm. Michael Smith
Wm. Michael Smith
Special Counsel of
Public Works

STATE OF ARIZONA)
) ss.
County of Yuma

I, ANDREW O. TORRES, Clerk of the Board of Supervisors, County of Yuma, State of Arizona, do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors meeting held November 2, 1987:

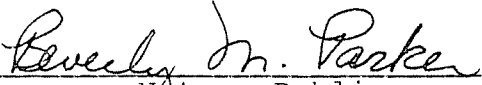
"Upon motion and unanimous vote, the Board of Supervisors resolved to enter into an Intergovernmental Agreement between the Arizona Department of Administration and the County of Yuma concerning the construction of approximately 4.2 miles of roadway on Avenue B between County 19th Street and .2 miles south of County 23rd Street.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Yuma County Board of Supervisors. Done at Yuma, the County Seat, this 2ND day of November, 1987.



Andrew O. Torres, Clerk/
County Administrator

SUBSCRIBED AND SWORN to before me this 2ND day of November, 1987.



Beverly M. Parker
Notary Public

My Commission Expires:

March 29, 1988



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

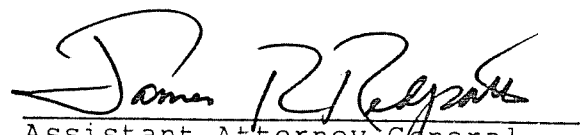
DETERMINATION

A. G. Contract No. KR-87-2155-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of November, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division